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FILED
Clerk of the Superior Court

OCT 06 2023

By: B. Orihuela, Deputy

ELECTRONICALLY RECEIVED

Superior Court of California,
County of San Diego

09/11/2023 at 11:32:24 AM

Clerk of the Superior Court
By Nora Lopez, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

COURTNEY JOHNSON, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

STELVIO TRANSPORT LLC, a Delaware
limited liability company; and DOES 1
through 100, inclusive;

Defendants.

Case No.: 37-2021-00006153-CU-OE-CTL
[Consolidated With Case No. 37-2021-
00009951-CU-OE-CTL]

Assigned for All Purposes to:
Honorable Kenneth J. Medel
Department C-66

CLASS ACTION

**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: October 6, 2023
Hearing Time: 9:30 a.m.
Hearing Place: Department C-66

Complaint Filed: February 10, 2021
FAC Filed: January 20, 2023
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Courtney Johnson and
2 Kristen Wells' ("Plaintiffs") Motion for Final Approval of Class Action Settlement, and
3 considering the papers submitted in support of the motion, including the Class Action and PAGA
4 Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement"), hereby **FINDS**
5 **AND ORDERS:**

6 Plaintiffs and Defendant Stelvio Transport LLC ("Defendant") entered the Settlement
7 Agreement on or about December 16, 2022 to settle this lawsuit.

8 The Court entered an order dated May 19, 2023 preliminarily approving the settlement of
9 this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section
10 382 and California Rule of Court 3.769, ordering notice to be sent to Class Members, providing
11 Class Members with an opportunity to object to the Settlement or exclude themselves from the
12 Class, and scheduling a Final Approval Hearing.

13 The Court held a Final Approval Hearing on October 6, 2023 to determine whether to
14 give final approval to the Settlement of this lawsuit.

15 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
16 ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise provided
17 herein, all capitalized terms in this Order and Judgment shall have the same meaning as set forth
18 in the Settlement Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated and the Class has
20 been given the opportunity to request exclusion, the Court has personal jurisdiction with respect
21 to the claims of all Class Members. The Court has subject matter jurisdiction over this lawsuit,
22 including jurisdiction to approve the Settlement and grants final certification of the Class.

23 3. Final Class Certification. The Court finds the Class satisfies all applicable
24 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
25 process. The Court certifies the Class consisting of all current and former hourly-paid or non-
26 exempt employees of Defendant within the State of California at any time during the period from
27 October 22, 2017 to November 14, 2022 ("Class," "Class Members," and "Class Period"). There
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1 are 1,957 Class Member who did not submit valid and timely Requests for Exclusion from the
2 Settlement ("Participating Class Members").¹

3 4. Adequacy of Representation. Class Counsel fully and adequately represented the
4 Class for purposes of entering and implementing the Settlement and satisfied the requirements of
5 Code of Civil Procedure section 382.

6 5. Class Notice. The Court finds the Court Approved Notice of Class Action
7 Settlement and Hearing Date for Final Court Approval ("Class Notice") and its distribution to
8 Class Members were implemented pursuant to the Settlement and this Court's Preliminary
9 Approval Order. The Court also finds the Class Notice:

- 10 a. constitutes notice reasonably calculated to apprise Class Members of: (i)
11 pendency of this lawsuit; (ii) material terms and provisions of the
12 Settlement Agreement and their rights; (iii) their right to object to any
13 aspect of the Settlement Agreement; (iv) their right to exclude themselves
14 from the Settlement Agreement; (v) their right to receive settlement
15 payments; (vi) their right to appear at the Final Approval Hearing; and
16 (vii) binding effect of the orders and judgment in this lawsuit on all
17 Participating Class Members;
- 18 b. constitutes notice that fully satisfied the requirements of Code of Civil
19 Procedure section 382, California Rule of Court 3.769, and due process;
- 20 c. constitutes the best practicable notice to Class Members under the
21 circumstances of this lawsuit; and
- 22 d. constitutes notice reasonable, adequate, and sufficient to Class Members.

23 6. Final Settlement Approval. The terms and provisions of the Settlement
24 Agreement have been entered into good faith and are the product of arm's-length negotiations by
25 experienced counsel who have done a meaningful investigation of the claims. The Settlement
26 Agreement and all its terms and provisions are fully and finally approved as fair, reasonable,
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28 ¹ The Settlement Administrator mailed Class Notices to 1,958 Class Members and received
one (1) request for exclusion. So, there are 1,957 Participating Class Members.

adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions.

7. Binding Effect. The terms and provisions of the Settlement Agreement and this Order and Judgment are binding on Plaintiffs, Participating Class Members, Aggrieved Employees, and their spouses, heirs, registered domestic partners, executors, administrators, successors, and assigns. In addition, those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in this lawsuit and are encompassed by the Released Class Claims and Released Private Attorneys General Act of 2004 ("PAGA") Claims. The Settlement Agreement will have no binding effect upon, and provide no res judicata preclusion to, those Class Members who have submitted timely requests for exclusion.

8. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement Agreement.

9. Release by Participating Class Members Who Are Not Aggrieved Employees. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims.

a. Release by Non-Participating Class Members Who Are Aggrieved Employees. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Non- Participating Class Members, who are Aggrieved Employees, are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

1 b. Plaintiffs' Release. Effective on the date when Defendant fully funds the
2 entire Gross Settlement Amount and funds all employer payroll taxes
3 owed on the Wage Portion of the Individual Class Payments, Plaintiffs and
4 their former and present spouses, representatives, agents, attorneys, heirs,
5 administrators, successors, and assigns generally, release and discharge
6 Released Parties from Plaintiffs' Release. Furthermore, Plaintiffs
7 expressly waive and relinquish the provisions, rights, and benefits, if any,
8 of section 1542 of the Civil Code.

9 c. Released Parties. The Released Parties include Defendant and each of its
10 former and present directors, officers, shareholders, owners, members,
11 attorneys, insurers, predecessors, successors, assigns, subsidiaries, and
12 affiliates, including Amazon Logistics, Inc.

13 10. Class Representative Service Payments. The Court finds the Class Representative
14 Service Payments of \$10,000, to be paid by Defendant to each Plaintiff out of the Gross
15 Settlement Amount (totaling \$20,000), to be reasonable and appropriate. The Class
16 Representative Service Payments are to be paid pursuant to the terms and provisions set forth in
17 the Settlement Agreement.

18 a. The rationale for making enhancement payments is class representatives
19 should be compensated for the expense and risk they incurred in
20 conferring a benefit on the Class. Criteria courts consider include: (1) risk
21 to the class representatives in commencing suit; (2) notoriety and personal
22 difficulties; (3) amount of time and effort spent by the class
23 representatives; (4) duration of the litigation; and (5) personal benefit (or
24 lack thereof) enjoyed by class representatives.

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1 b. The Court reviewed Plaintiffs' declarations outlining their involvement.
2 Given the risks inherent in the services as the class representatives,
3 duration of the case and time involved, and benefits created for the Class,
4 the Court approves the payment of the Class Representative Service
5 Payments of \$10,000 to each Plaintiff.

6 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

7 The Court finds the Class Counsel Fees Payment of \$122,500, to be paid by Defendant to Class
8 Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. In addition, the
9 Court finds the Class Counsel Litigation Expenses Payment as reimbursement for actual
10 litigation costs incurred of up to \$30,000, to be paid by Defendant to Class Counsel out of the
11 Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid
12 pursuant to the terms and provisions set forth in the Settlement Agreement. Defendant shall not
13 be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by
14 Class Counsel or any other counsel representing Plaintiffs or Class Members. Defendant shall
15 also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements
16 incurred by Plaintiffs or Class Members in connection with or related in any manner to this
17 lawsuit, Settlement Agreement, settlement administration, and Released Class Claims and
18 Released PAGA Claims.

19 a. The Court has an independent right and responsibility to review the Class
20 Counsel Fees Payment and only award so much as it determines
21 reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.*
22 (2004) 118 Cal.App.4th 123, 127-28.) The Class Counsel Fees Payment of
23 \$122,500 is thirty-five percent (35%) of the common fund created for the
24 benefit of the Class and is supported by use of the percentage-fee method.
25 (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.)
26 Considering the results achieved, financial risk undertaken, difficult nature
27 of this litigation, skills required, percentage fees award in previous and
28 other cases, and contingent fees charged in the marketplace, the Court

1 finds the Class Counsel Fees Payment is consistent with the marketplace,
2 is reasonable, and is approved.

3 b. The Court reviewed the declaration of Douglas Han regarding the costs
4 expended in prosecuting this case. Under the terms of the Settlement,
5 Class Counsel may seek reimbursement of up to \$30,000 in litigation
6 costs. The Court finds Class Counsel expended \$31,762.18 in litigation
7 costs, and such costs were reasonable. Because this amount exceeds the
8 maximum amount permitted, the Court approves the payment of the Class
9 Counsel Litigation Expenses Payment of \$30,000 from the common fund
10 for the reimbursement of Class Counsel's litigation costs.

11 12. Administration Expenses Payment. The Court finds Administration Expenses
12 Payment of \$18,500, to be paid by Defendant to the Administrator out of the Gross Settlement
13 Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid
14 pursuant to terms and provisions set forth in the Settlement Agreement.

15 a. The Court reviewed the declaration of Jeremy Talavera from CPT Group,
16 Inc., the Administrator. The Court finds notice was provided to the Class
17 pursuant to the Preliminary Approval Order, constitutes the best
18 practicable notice to the Class, and satisfied due process. Thus, the Court
19 approves the payment of the Administration Expenses Payment of \$18,500
20 for the Administrator's services in administering the Settlement.

21 13. PAGA Penalties. The Court finds the PAGA Penalties of \$20,000, seventy-five
22 percent (75%) of which (\$15,000) will be paid to the California Labor and Workforce
23 Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of
24 which (\$5,000) will be allocated to Aggrieved Employees, on a pro rata basis, to be reasonable
25 and appropriate. The PAGA Penalties is to be paid pursuant to the terms and provisions set forth
26 in the Settlement Agreement.

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1 14. Funding the Settlement. Defendant shall fund fifty percent (50%) of the Gross
2 Settlement Amount by transmitting the funds to the Administrator no later than the Effective
3 Date. Within six (6) months thereafter, Defendant shall fund the remaining fifty percent (50%) of
4 the Gross Settlement Amount and the amounts necessary to pay Defendant's share of payroll
5 taxes by transmitting the funds to the Administrator. Within fourteen (14) calendar days after
6 Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all
7 settlement payments due under the Settlement Agreement.

8 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
9 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiffs contend the
10 Settlement was the product of arm's-length negotiations following extensive litigation,
11 discovery, and exchange of documentation. The negotiations were facilitated with the aid of Paul
12 Grossman, an experienced and well-respected mediator.

13 a. The fairness of the Settlement is demonstrated by there being no
14 objections to and only one (1) request for exclusion from the Settlement.

15 16. Uncashed Checks. Participating Class Members and Aggrieved Employees must
16 cash or deposit their settlement checks within one hundred eighty (180) calendar days after the
17 checks are mailed to them by the Administrator. Uncashed settlement checks will be canceled
18 and paid to the California Controller's Unclaimed Property Fund.

19 17. Modification of Settlement. The Participating Class Members are hereby
20 authorized to agree to and adopt amendments to or modifications of the Settlement by express
21 written instrument signed by all Parties or their representatives and approved by the Court. Such
22 amendments or modifications shall be consistent with this Order and Judgment and cannot limit
23 the rights of Participating Class Members under the Settlement.

24 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
25 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
26 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
27 and for any other necessary purpose, including, without limitation:

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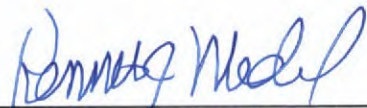
- 1 a. enforcing the terms and provisions of the Settlement and resolving any
2 disputes, claims, or causes of action in this lawsuit that, in whole or in
3 part, are related to or arise out of the Settlement or this Order and
4 Judgment;
5 b. entering such additional orders as may be necessary or appropriate to
6 protect or effectuate this Order and Judgment approving the Settlement,
7 and permanently enjoining Plaintiffs from initiating or pursuing related
8 proceedings, or to ensure the fair and orderly administration of the
9 Settlement; and
10 c. entering any other necessary or appropriate orders to protect and effectuate
11 this Court's retention of continuing jurisdiction.

12 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
13 Class Counsel Litigation Expenses Payment, and Class Representative Service Payments is
14 GRANTED. The Administrator is directed to carry out the terms of the Settlement forthwith.

15 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
16 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
17 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
18 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
19 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
20 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
21 THE JUDGMENT THEREON.

22 **IT IS SO ORDERED.**

23
24 DATED: 10-6-23
25 RJM


HONORABLE KENNETH J. MEDEL
SUPERIOR COURT JUDGE

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On January 23, 2024, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Johnson, et al. v. Stelvio Transport LLC**
LWDA/Court Case No.: **LWDA Case No.: CM-817451-20**
Court Case No.: 37-2021-00006153-CU-OE-CTL
San Diego County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 23, 2024, at Pasadena, California.



Mariah Anderson